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4-11-1993

Foodmax and United Food and Commercial Workers, AFL-CIO, Local 1557 (1993)

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Foodmax and United Food and Commercial Workers, AFL-CIO, Local 1557 (1993)

Location

TN

Effective Date

4-11-1993

Expiration Date

4-12-1997

Employer

Foodmax

Union

United Food and Commercial Workers

Union Local

1557

NAICS

44

Sector

P

Item ID

6178-008b175f002_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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**UNITED FOOD
& COMMERCIAL WORKERS**

LOCAL NO. 1557

AFL • CIO

203 N. 11th St.
NASHVILLE, TN. 37206
PHONE (615) 262-3345

ROSEMARY REED GEDDES
President



1150
member

Agreement

BETWEEN

Foodmax

AND

United Food & Commercial Workers
International Union

NASHVILLE, TENNESSEE

eff.

April 11, 1993

April 12, 1997



The Ten Commandments of a Retail Clerk

1. THOU SHALT NOT fail to properly record every sale or transaction handled by you.
 2. THOU SHALT NOT fail to place every penny received, or placed in your custody, in the cash register in the manner prescribed by your employer.
 3. THOU SHALT NOT use, abuse, consume, take or otherwise remove any merchandise, property or other item of value to your employer without proper proof of payment or other appropriate transfer of ownership.
 4. THOU SHALT NOT fail to appear at the work place in a timely fashion, fully prepared in mind and body, ready to begin work, not before. . . not after. . . but AT the appropriate time!
 5. THOU SHALT NOT fail to diligently apply yourself in a manner predicated to fully satisfactorily complete, to the best of your ability, all of the duties properly assigned to you!
 6. THOU SHALT NOT fail to utilize your knowledge, talent, or skill in a manner predicated to *earn*, to the fullest extent possible, the wages and benefits *negotiated by your Union and paid by your Employer!*
 7. THOU SHALT NOT fail to treat each customer in a manner which might reasonably be expected to encourage them to continue to shop in your store!
 8. THOU SHALT NOT be rude, discourteous, or uncooperative with fellow employees or cause any unnecessary interruption or retardation in productivity or job performance at the expense of your Employer!
 9. THOU SHALT NOT allow personal wishes, desires or problems to interfere with, or otherwise be detrimental to, your attitude toward customers, fellow employees, employer or your job performance!
 10. THOU SHALT NOT be absent from work without:
 - (a) A worthwhile, valid reason, of a sufficient magnitude to warrant possible loss of pay to you, and inconvenience to your employer and fellow employees.
 - (b) Proper notification in *advance* of the impending absence.
 - (c) A willingness to provide your Employer, and fellow employees, with a reasonable explanation for such absence.
- THOU SHALT NOT be *persecuted*, or otherwise *put upon* by your Employer, fellow employees, or any other persons, except at their own peril, and will have the fullest support of your Union, if you will but make a reasonable effort to keep the foregoing ten (10) commandments.

These may not be written in stone, but they should certainly be engraved in your mind.

By Leonard Loyd,
former President of
UFCW Local 17, Chico

BLS File Copy

FOODMAX TENNESSEE
UFCW LOCAL 1557

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Term of Agreement: 04/11/93 through 04/12/97

AGREEMENT

This Agreement made and entered into by and between Foodmax, hereinafter referred to as the Employer and United Food and Commercial Workers Union, Local 1557, AFL-CIO & CLC, chartered by United Food and Commercial Workers International Union, AFL-CIO and CLC, hereinafter referred to as the Union, wherein provisions herein are set forth:

ARTICLE I - INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other and to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

The operation, control and management of Foodmax stores and all activities of the Employer in connection therewith which are covered or affected by this Agreement and the supervision and direction of the working force are and shall continue to be solely and exclusively the functions and prerogatives of management. All rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively to the Employer. In no event shall any right, function or prerogative of management ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way the Employer's right in it's sole discretion and judgement to: schedule and assign the work to be performed; make, change and enforce rules and regulations; hire or rehire employees; discipline, suspend or discharge employees for just cause; promote, transfer or demote employees; relieve employees from duty because of lack of work or for other legitimate reasons; regulate the quality and quantity of work; establish new shifts or discontinue existing shifts; determine the suppliers, contractors and customers with whom it will deal; determine the size and composition of it's working force, change, combine, establish or discontinue jobs or operations; and determine when and if vacancies in the working force exist and whether or not they shall be filled.

ARTICLE III - NON-DISCRIMINATION

The Employer agrees not to discriminate against, interfere with, restrain or coerce any employee in the right to form, organize, join or work for the Union. The Employer and the Union agree not to discriminate against any employee on account of race, creed, color, religion, national origin, disability, sex or age.

ARTICLE IV - RESPONSIBILITY OF THE PARTIES

- A. It is the intent and purpose of the parties to this Agreement that should any dispute arise, it will be resolved by the peaceful and amicable means set out in Article XIII of this Agreement, and for that reason during the life of the Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, sitdowns, boycotts, or any other interruptions or interferences with the operations of the Employer, it's operations or it's facilities.
- B. During the life of the Agreement, the Employer agrees not to conduct any lockout or shutdown. A layoff or reduction of force for lack of work shall not be construed to be a "lockout" or "shutdown".

ARTICLE V - COVERAGE

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees classified as a clerk in all present and future retail establishments of Foodmax situated within the jurisdiction of Local No. 1557 with respect to rates of pay, hours or work, and all other conditions of employment, excluding the Store Manager, the Assistant Store Manager(s), the Co-Manager, Non-Food Manager(s), Grocery Manager, Market Manager, Assistant Market Manager, all Pharmacist(s), all Intern(s), all Pharmacy Student(s), Bakery/Deli Manager, Produce Manager, Seafood Manager, Watchman, Guard(s), and all other supervisors as defined in the LMRA, as amended.

ARTICLE VI - CHECK OFF OF DUES

- A. The Employer agrees to deduct weekly union dues, initiation fees, arrears and assessments and/or service fees from the wages of employees covered by this Agreement who individually and voluntarily sign an authorization card for such deduction and to remit such dues monthly to the Union.

- B. The authorization for such deduction may be revoked effective on any anniversary date of the authorization or on the expiration date of any collective bargaining agreement between the Employer and the Union.
- C. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues, initiation fees and assessments to the Union and that the Employer incurs no liability as the result of inadvertent failure to deduct sum authorized for deduction by any employee. The Union will indemnify the Employer for all claims arising out of the Employer's compliance with the checkoff provision.
- D. The Employer shall forward each week, a copy of the amount deducted from the pay of each employee to the President of the Union.

ARTICLE VII - VACATIONS

- A. Each employee shall receive:
- (a) One (1) week vacation after one (1) years service.
 - (b) Two (2) weeks vacation after three (3) years service.
 - (c) Three (3) weeks vacation after eight (8) years service.
 - (d) Four (4) weeks vacation after twenty (20) years service.
- B. Vacations shall be granted from January 1 until December 31, inclusive. The week in which a holiday occurs shall be excluded from the above.
- C. Full-time employees shall receive pay for forty (40) hours for each week of vacation.
- D. Part-time employees shall receive vacation pay based on the average number of hours worked in the qualifying year. Part-time eligibility shall be the same as full-time.
- E. Eligibility
- 1. A full-time employee will be eligible for one (1) week vacation as of their first anniversary of their beginning date of employment.

2. After qualifying for their first one (1) week vacation, a full-time employee who has completed one (1) year of service (but less than three) prior to January 1, is eligible for one (1) week of vacation as of January 1.
 3. A full-time employee will become eligible for a second week of vacation as of their third anniversary of employment.
 4. After qualifying for their first two (2) week vacation, a full-time employee who has completed three (3) years of service prior to January 1, is eligible for a two (2) week vacation as of January 1.
 5. After qualifying for their first three (3) week vacation, a full time employee who has completed eight (8) years of service prior to January 1st, is eligible for a three (3) week vacation as of January 1st.
 6. After qualifying for their first four (4) week vacation, a full time employee who has completed twenty (20) years of service prior to January 1st is eligible for a four (4) week vacation as of January 1st.
- F. Vacation pay for employees returning from absence from work will be reduced as follows:
1. Absence from work up to 90 days will not reduce vacation pay.
 2. Absence from work of 90 days but less than 180 days will reduce vacation pay by one-fourth (1/4).
 3. Absence from work of 180 days but less than 270 days will reduce vacation pay by one-half (1/2).
 4. Absence from work 270 days or more will disqualify an employee for vacation pay for that year.
 5. Any employee discharged for dishonesty shall forfeit all rights to vacation pay.

ARTICLE VIII - HOURS AND WORKING CONDITIONS

- A. The basic workweek for full time employees shall be forty (40) hours, to be worked within five (5) days or less, but nothing contained herein is a guarantee of hours to any employee.

- B. Part Time employees shall not be scheduled for less than fifteen (15) hours per week provided they are available.
- C. All work in excess of forty (40) hours per week or ten (10) hours per day shall be paid for at time and one-half (1 1/2). No employee shall be required to take time off to avoid payment of overtime.
- D. Employees shall be paid for all time worked.
- E. No employee shall be scheduled or called in to work less than four (4) hours a day, except by agreement between the employee involved and the Store Manager.
- F. Employees shall be allowed up to one (1) hour without pay for lunch when scheduled more than five (5) hours in one (1) day. No employee will be required to work more than five 5 hours without a lunch period.
- G. Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) fifteen (15) minute rest period each day. Employees working seven (7) hours or more per day shall receive two (2) fifteen (15) minute rest periods per day.
- H. No later than Friday noon preceding each work week, the Employer will arrange and post on a suitable bulletin board in the store a schedule of the employees working hours for the following week. Such schedules shall list all employees by name, with their starting and finishing times and days off.
- I. No employee will be required to work a split shift.
- J. Rest periods shall be scheduled in accordance with the needs of the business. However, the Employer will not schedule breaks during the first or last hour of the employee's work period.
- K. Forty cents (40) per hour in addition to the employee's regular straight time hourly rate of pay shall be paid for all hours worked on a shift starting between 10:00 P.M. and 2:00 A.M.
- L. The Union card shall be displayed in the store.

- M. Any uniform deemed necessary by the Employer for it's employees shall be furnished and laundered by the Employer. (This does not apply to dress shirts and ties or blouses, etc. that the Company requires an employee to wear). However, where dacron or similar type uniforms (smocks, shirt jackets, etc.) are furnished by the Employer to employees, such uniforms shall be laundered by the employee.
- N. The Employer will provide a bulletin board for each store. The Union may post notices necessary for conducting Union Business with the prior approval of the Employer.
- O. The Employer shall provide a suitable rest area for employees and shall maintain such rest area in a sanitary condition.
- P. Part-Time employees will be given preference of Full-Time jobs as qualified and available, before new employees are hired.

ARTICLE IX - HOLIDAYS

- A. All full-time employees who have been on the active payroll for more than ninety (90) days shall receive eight (8) hours pay for the following holidays: New Year's Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. All part time employees who have been on the active payroll for thirteen (13) weeks or more shall receive four (4) hours pay for the holidays referred to above.
- B. Employees who are scheduled to work on a holiday and who fail to report and perform such work shall not receive holiday pay.
- C. Employees who work on the holiday shall receive holiday pay plus compensation at their regular hourly rate for hours worked.
- D. To be eligible for holiday pay an employee must work his last scheduled day preceding the holiday and his first scheduled day following the holiday, unless the employee is legitimately ill, injured, or excused by the Store Manager. Regardless of any provision in the preceding sentence, to be eligible for holiday pay an employee must be on the active payroll and performing work for the Employer during either the week before or the week of the holiday.

ARTICLE X - UNION SECURITY

The Union Security proviso specified in the paragraph below is acknowledged by the Union and the Employer as presently inoperative because it is contrary to the statutes of the State of Tennessee, enacted pursuant to Section 14(B) of the LMRA of 1947. However, should any Federal or State legislation hereafter legalize the operation of said Union Security proviso, or any other form of Union Security, the Employer and the Union agree that said proviso, or other form of Union Security in the maximum extent permitted by law shall be put into full force and effect as a part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement and hired on or after it's effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this paragraph only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of the paragraph above.

ARTICLE XI - SENIORITY

- A. Seniority is defined as length of continuous service with the Employer. In case of permanent lay-off, seniority shall be applied in the following order: Store, City, Area (to be defined), coverage of this Agreement.
- B. In cases of layoff and recall involving employees whose past performance record and ability to perform the work without the necessity of training are relatively equal, seniority shall govern. The Employer agrees to use good faith in their judgement.
- C. Employees shall not be permitted to roll to a promotable job but will be allowed to roll to a lesser job.
- D. All laid off employees shall keep the Employer advised of their current address.
- E. Seniority shall be broken upon the happening of any of the following events:

- (1) Employee discharged;

- (2) Employees not returning to work within five (5) working days after written notice of recall by certified mail;
- (3) Employees leaving voluntarily (quit);
- (4) Employees who absent themselves for two (2) days without notifying the Employer;
- (5) Employees having been out of the Employer's employment due to reduction of the force for a continuous period of six (6) months;
- (6) Absence from work for any reason for a period of twelve (12) months.

ARTICLE XII - PROBATIONARY PERIOD

The first ninety (90) days of any new employee's tenure shall be considered as probationary. (Employees who are rehired within one (1) year from their termination shall be subject to a forty-five (45) day probationary period). Employees may be terminated during such period for any reason other than for upholding Union principles or engaging in activities of the Union. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. Newly hired employees shall not be qualified for holiday pay or other benefits whatsoever during the first ninety (90) days of employment.

ARTICLE XIII - DISPUTE PROCEDURE

- A. A grievance is defined to be any disagreement between the Employer and the Union as to the interpretation or application of any provision of this Agreement. The Union reserves the right to present grievances through it's authorized representatives on either an individual or collective basis.

Should any difference, dispute or complaints arise over the interpretation or application of any provisions of this Agreement, there should be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

- Step 1. Grievances must be taken up promptly, and no grievance shall be discussed unless the outlined procedure has been followed. Grievances must be presented or discussed at a conference between the aggrieved employee, the Shop Steward and/or Union Representative, and the Store Manager within ten (10) days after the grievance has occurred, or the grievance will not be considered. In the event of a discharge of an employee who has completed the probationary period the employer will notify the Shop Steward or Business agent of such discharge immediately. If the grievance is not settled within three (3) days, it shall be reduced to writing and a copy of the grievance shall be given to the Store Manager and then it shall be processed in Step 2.
- Step 2. By conference between an official of the Union, the Supervisor, and a Representative of the Employer. If the grievance is not settled within five (5) days, it may be referred to arbitration as set forth in the next paragraph.
- Step 3. The Union shall give the Employer written notice of it's decision to arbitrate said grievance. The parties shall make an earnest effort to agree on an arbitrator to hear said grievance and if they cannot agree on such arbitrator, a list of seven names of arbitrators will be requested from the Federal Mediation and Conciliation Service. Each party shall strike three (3) names from such list, and the person whose name remains on said list shall be the arbitrator. The cost of the arbitration shall be shared equally by the Employer and the Union.
- B. No action by any employee may be maintained on this contract except by use of the above arbitration procedure with the right to enforce the arbitrator's decision in court.
- C. Only grievance involving the same issue may be heard by the arbitrator at one time without the agreement of both the Employer and the Union.
- D. The arbitrator shall not have the right to change any portion of this Agreement.

- E. In the event the Union and the Employer disagree on the interpretation and/or application of a decision, then both parties shall request clarification from the arbitrator and such clarification shall become a part of the decision and shall be binding on the Union, the Employer, and the employee.
- F. The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.
- G. The Employer shall have the right to call a conference with the Shop Steward or official of the Union for the purpose of discussing his grievance or criticism.
- H. The Store Manager will grant access to the store and all work areas therein to an authorized Union Representative at any time that employees are working on the premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.
- I. It is agreed that Step 1 and 2 of this Article may be waived if mutually agreed to by the Employer and the Union in writing.

ARTICLE XIV - LEAVES OF ABSENCE

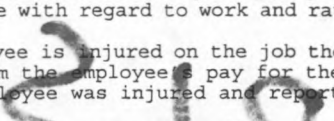
The Employer will grant leaves of absence to employees for the following reasons and with the following understanding:

- A. Illness or Injury - A Leave of absence because of illness or injury not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at time for cumulative total of one (1) year.
- B. Personal Leave of Absence - A leave of absence up to thirty (30) days may be granted to an employee for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Such leave must be requested in writing and approved prior to the start of leave.

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- C. Union Business - The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union: (1) to attend a labor convention or (2) serve in any capacity or (3) other official Union Business, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year, nor more than one (1) person per store.
- D. Military Leave - Any employee in Military Service under the provisions of Federal Law shall be returned to their job in accordance with such laws.
- E. Family Leave - The Employer will grant the necessary leaves in accordance with the Family Leave Act.
- F. Funeral Leave - In case of a death in the immediate family of an employee, such employee shall be paid for a reasonable period of absence, depending on the circumstances, but in no event to exceed three (3) days, provided such employee attended the funeral.

In no event shall any employee receive more than their normal week's pay. Immediate family shall mean Spouse, Child, Parent, Brother, Sister, Grandparents Grandchildren, Mother-in-law, Father-in-law or any relative residing with the employee.

- G. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. However, time loss due to injury on the job shall be considered time worked in wage computation. Failure to report back at the end of a leave of absence shall be considered a voluntary quit except in case such employee works for the Union. The first sentence of this paragraph shall not apply to (C) of this Article.
- H. Upon return to work from a leave of absence, the employee shall be restored to the job previously held or a job comparable with regard to work and rate of pay.
- I. When an employee is injured on the job there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.
- 

ARTICLE XV - OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with it's employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XVI - JURY DUTY

In case any employee is called for jury duty, such employees shall be paid for hours necessarily absent from work, less jury duty pay. Such pay shall not exceed the pay for such employee's normal workweek.

When an employee is excused from jury service, either temporarily or permanently on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day.

No employee reporting for jury duty shall be required to report to work on such day, provided they serve more than three (3) hours.

ARTICLE XVII - TIME CLOCKS

Time clocks will be installed in all stores covered by this Agreement. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge.

ARTICLE XVIII - WAGES

Wage rates for specified job classification shall not be less than as set forth in Schedule "A" attached hereto as a part of this Agreement and shall be maintained for the life of the Agreement.

ARTICLE XIX - FULL-TIME EMPLOYEE/PART-TIME EMPLOYEES

- A. A full-time employee is an employee hired by the Employer to work the basic work week for full-time employees as defined by Article VIII of this Agreement.
- B. A part-time employee is an employee who works less than the basic work week.

- C. Part-time employees who occasionally work thirty two (32) or more hours in a work week shall not be considered full-time employees. However, part-time employees who average working thirty two (32) or more hours per week for a continuous period of twenty (20) weeks shall be reclassified to full-time status, forty (40) hours per week.
- D. For the purpose of this Article, the average hours applied to create a full-time employee will not include hours worked to cover vacation relief, sick leave replacement or such temporary situations.
- E. Nothing in this Article shall affect the definition of full-time and part-time employees as it relates to qualifications for benefits under Articles XXIII and XXIV.

ARTICLE XX - SEPARABILITY

Any provision of this Agreement which may be or has been adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate such law, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal Law, the remainder of the Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE XXI - SHOP STEWARDS

- A. The Union shall have the right to designate a maximum of two (2) Shop Stewards in each store covered by this Agreement. The Union shall furnish the Employer with a complete list of stewards, which will be supplemented from time to time.
- B. The stewards, or other individual employees covered hereby, shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns or in any way interfering with the normal operations of these stores. The Shop Stewards shall perform their duties with the least inconvenience to the Employer as possible. The Shop Stewards shall not use their position as Shop Steward as an excuse to avoid performing their duties to the Employer.

- C. In the interest of promoting cooperative relations, the Store Manager will introduce each new employee in their store to the Union Shop Steward within one (1) week after the new employee reports to work. At this meeting, which shall be during work hours, the Shop Steward shall give the new employee a copy of the contract and shall explain it's operations. The Shop Steward may answer any questions the new employee asks, may request the new employee to join the Union, and make arrangements for the new employee to become a member.

ARTICLE XXII - WAGE STATEMENTS

The Employer shall establish regular weekly pay days and furnish to each employee on such pay days, a wage statement showing the period of time covered, name of the employee, straight time and overtime hours worked, total amount of wages paid, and itemized deductions made therefrom. A similar statement will be given to the employee on termination of employment.

ARTICLE XXIII - HEALTH AND WELFARE

- A. The Employer agrees to contribute to the United Food and Commercial Workers Union and Employees Health and Welfare Fund the following amounts per month on behalf of each employee who has completed ninety (90) calendar days of employment and works an average of twenty-eight (28) hours or more per week. (For all employees hired after ratification thirty-two (32) hours or more per week).

| | |
|---------------|---|
| Current | - \$155.20 Per Month |
| November 1993 | - \$173.83 Per Month |
| November 1994 | - \$194.69 Per Month |
| November 1995 | - Increase contribution to maintain the current level of benefits in effect at that time. |
| November 1996 | - Increase contribution to maintain the current level of benefits in effect at that time. |

- B. The Employer agrees to contribute to the United Fund and Commercial Workers Union and Employees Health and Welfare fund the following amounts per month on behalf of each employee who has completed ninety (90) calendar days of employment and who works an average of less than twenty-eight (28) hours per week. (For all employees hired after ratification less than thirty-two (32) hours per week.

| | |
|---------------|---|
| Current | - \$36.44 Per Month |
| November 1993 | - \$40.82 Per Month |
| November 1994 | - \$45.75 Per Month |
| November 1995 | - Increase contribution to maintain the current level of benefits in effect at that time. |
| November 1996 | - Increase contribution to maintain the current level of benefits in effect at that time. |

- (1) Such contribution shall remain at the above levels until the economic reserve (benefit cost plus administrative cost) equals four (4) months. The Fund will then be reviewed each twelve (12) months from the date of last review regarding maintenance of present benefits and the four (4) months reserve.
- C. In determining whether a full-time or part-time contribution shall be paid, the employee's eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month will be used for the calculation.
 - D. Holidays, vacations and all leaves of absence paid by the Employer shall be considered time worked for the purpose of computing average hours worked.
 - E. Contributions to the Trust Fund shall be continued on behalf of employees who are temporarily disabled up to a maximum period of three (3) months.
 - F. The Employer shall immediately make contributions on behalf of employees who return to work from lay-off or leave of absence due to personal disability.
 - G. Employees shall become eligible for benefits in accordance with the "Rules of Eligibility" as adopted by the Trustees or as may be amended from time to time by the Trustees.
 - H. The Employer shall contribute for each eligible employee, whether full-time or part-time Four and 00/100 dollars (\$4.00) per month to the United Food and Commercial Workers Unions and Employers Legal Assistance Fund as provided in the Trust Agreement.

ARTICLE XXIV - PENSION PLAN

- A. The Employer agrees to contribute to a jointly administered Trust Fund to be known as the Union Food and Commercial Workers Unions and Employers Pension Fund the sum of thirty-five cents (.35) per hour for all hours paid, up to and including forty (40) hours a week, for all employees in the bargaining unit herein described, except as otherwise excluded in this Article. Hours paid shall include paid hours of vacation, holidays and other hours of leave paid for by the Employer. Such contribution shall be made on or before the twentieth (20th) of each month for the preceding calendar month.
- B. The Trust Agreement and Pension Plan established pursuant to this Agreement shall receive and maintain Treasury Department approval and qualify for the tax exemption provided for by the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder.
- C. The Employer shall make contributions to the Trust Fund for all employees who have completed one (1) year of employment. In the event that Treasury Department approval has not been received, or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or the Trust is not in operation by the last month of the Contract for any reason, or if for any reason the Fund cannot begin to receive contributions by the last month of the Contract, then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interest bearing bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

- D. On the date the Employer is obligated to make contributions into the Pension Fund or into the interestbearing bank account provided for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the bargaining agent for the employees covered by this Agreement agrees on behalf of each of the said employees who are participants in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the United Food and Commercial Workers Unions and Employers Pension Fund enabling said employees to participate herein shall then withdraw from and surrender, release, and relinquish whatever rights, privileges, and benefits he has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the United Food and Commercial Workers Unions and Employers Pension Fund.
- E. The Employer agrees that any retail Employer who executes or has executed a collective bargaining agreement with this Union or with other Local Unions within the geographical jurisdiction of the United Food and Commercial Workers International Union, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement and is accepted for participation in the Fund by Trustees in accordance with the provisions of the Trust Agreement.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall continue in effect from April 11, 1993, through April 12, 1997 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in the Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized officers this 2nd day of July, 1993.

UFCW Local Union No. 1557
For The Union

Rosemary Fred Gidden

FOODMAX
For The Employer

X [Signature]

SCHEDULE A - WAGE SCHEDULE

| <u>FULL-TIME</u> | <u>04/11/93</u> | <u>04/10/94</u> | <u>04/09/95</u> | <u>04/14/96</u> | <u>10/13/96</u> |
|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Start | 5.05 | 5.05 | 5.05 | 5.05 | 5.05 |
| After 6 Months | 5.15 | 5.15 | 5.15 | 5.15 | 5.15 |
| After 12 Months | 5.25 | 5.25 | 5.25 | 5.25 | 5.25 |
| After 18 Months | 5.35 | 5.35 | 5.35 | 5.35 | 5.35 |
| After 24 Months | 5.50 | 5.50 | 5.50 | 5.50 | 5.50 |
| After 30 Months | 5.70 | 5.70 | 5.70 | 5.70 | 5.70 |
| After 36 Months | 5.90 | 5.90 | 5.90 | 5.90 | 5.90 |
| After 42 Months | 6.10 | 6.10 | 6.10 | 6.10 | 6.10 |
| After 48 Months | 6.30 | 6.30 | 6.30 | 6.30 | 6.30 |
| After 54 Months | 6.50 | 6.50 | 6.50 | 6.50 | 6.50 |
| After 60 Months | 7.25 | 7.50 | 7.75 | 8.00 | 8.25 |

| <u>PART-TIME</u> | <u>04/11/93</u> | <u>04/10/94</u> | <u>04/09/95</u> | <u>04/14/96</u> |
|------------------|-----------------|-----------------|-----------------|-----------------|
| Start | 4.50 | 4.50 | 4.50 | 4.50 |
| After 6 Months | 4.65 | 4.65 | 4.65 | 4.65 |
| After 12 Months | 4.75 | 4.75 | 4.75 | 4.75 |
| After 18 Months | 4.85 | 4.85 | 4.85 | 4.85 |
| After 24 Months | 4.95 | 4.95 | 4.95 | 4.95 |
| After 30 Months | 5.45 | 5.70 | 5.95 | 6.20 |

Part-time employees who go to full-time status go to the next highest rate on the full-time scale and progress each 6 months thereafter.

Employees on rates above the current top rate will receive the same amount in wage increases as top rated employees at the same times the top rated receive increases.

Full-time employees on the night stocking crew will be assigned a rate of pay not less than the 18 months full-time rate and will also be paid the night premium. Individuals who are taken off or voluntarily request off the night crew will be paid the appropriate contract rate based on their length of service.

Night Premium - See Article VII

Bruno's INC.

P. O. BOX 2486—BIRMINGHAM, AL 35201

800 LAKESHORE PARKWAY
BIRMINGHAM, ALABAMA 35211
(205) 940-9400

April 5, 1993

Ms. Rosemary Reed-Geddes
President
UFCW Local 1557
203 North Eleventh Street
Nashville, TN 37206

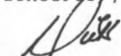
Dear Rosemary:

This Letter of Understanding is to confirm our conversation in our recent negotiations concerning our new FoodMax contract which will become effective April 12, 1993 and expire April 1997.

Per our understanding, we will, from time to time, hire experienced journeyman meatcutters at a rate which is above the published contract rate. These individuals will receive future increases in their rate of pay on the appropriate anniversary dates of the contract in the same amounts and on the same dates as those individuals who are on the top full-time clerk rate of pay.

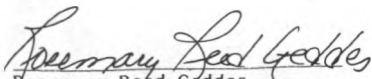
It is my understanding that this provision will be ratified as part of the major agreement. After ratification, please sign indicating your concurrence and return a copy to me.

Sincerely,



Richard H. Marty
VP Human Resources

RHM/mlt



Rosemary Reed-Geddes
UFCW Local 1557

April 8, 1993
Date



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